

An. Code, 1924, sec. 30. 1912, sec. 29. 1906, ch. 65.

31. A release of a vendor's lien retained in any deed of conveyance may be made in the following form, or to the like effect: I hereby release the vendor's lien retained in the above (or within) deed. Witness my hand and seal this——day of——[Seal]. Such release may be written by the vendor or his assignee upon the record in the office where the deed is recorded, and attested by the clerk of the court. Or such a release may be endorsed on the original deed by the vendor or his assignee; and upon such deed, with the release thereon endorsed, being filed in the office in which the deed is recorded, the clerk shall record such release at the foot of said deed. Every release executed in either of the above modes shall be construed and deemed sufficient to release said lien as fully and effectually as any instrument of writing whatever could do.

See notes to sec. 38, *et seq.*

As to vendors' liens, see art. 66, sec. 32, *et seq.*

An. Code, 1924, sec. 31. 1912, sec. 30. 1906, ch. 65.

32. A release or assignment may be made by an executor or assignee in the same manner and form and with like effect as by the vendor; this section to apply to every assignee whether he claims by direct assignment from the vendor or his executor, or under a series of assignments.

See notes to sec. 36, *et seq.*; also sec. 43.

Mortgages.

An. Code, 1924, sec. 32. 1912, sec. 31. 1904, sec. 29. 1888, sec. 29. 1856, ch. 154, sec. 111.

33. Deeds of mortgage conveying any use, estate, or interest in land shall be executed, acknowledged and recorded as absolute deeds of the same.

A mortgage, defectively acknowledged, under secs. 33-36, held to have priority over subsequent judgments. *Jackson v. County Trust Co.*, Daily Record, May 23, 1939.

This section does not require a mortgage to be attested in accordance with sec. 11, as attestation is not a part of the execution of a deed. *Carrico v. Farmers', etc., Bank*, 33 Md. 244.

An assignment of a mortgage for a term of more than seven years, if not recorded, is invalid to pass the legal title. *Lester v. Hardesty*, 29 Md. 54.

A mortgage held to have been duly recorded under this section. *Knell v. Green St. Bldg. Assn.*, 34 Md. 70.

This section referred to in connection with a mortgage not recorded as provided in sec. 14—see notes to sec. 14. *Sixth Ward Bldg. Assn. v. Willson*, 41 Md. 514.

This section referred to in declaring instrument to be legal mortgage; equitable title to mortgage debt. *Baltimore v. Harper*, 148 Md. 241 (dissenting opinion).

Effectiveness of recording deeds, mortgages, etc., not affected by failure of clerk to index same. *Standard Finance Co. v. Little*, 159 Md. 623.

Cited in *Bldg. & Loan Assn. v. Boden*, 169 Md. 499; *Blanch v. Collison*, 174 Md. 433.

Cited but not construed in *Frostburg Bldg. Assn. v. Brace*, 51 Md. 510.

As to defective conveyances, see sec. 100, *et seq.*

See also secs. 1, 14, 16, 22 and 33, and notes.

As to mortgages, see also art. 66.

An. Code, 1924, sec. 33. 1912, sec. 32. 1904, sec. 30. 1888, sec. 30. 1856, ch. 154, sec. 112. 1896, ch. 120. 1898, chs. 49, 275 and 501. 1900, ch. 81. 1902, chs. 26 and 102. 1935, ch. 482.

34. No mortgage shall be valid except as between the parties thereto, unless there be endorsed thereon an oath or affirmation of the mortgagee that the consideration in said mortgage is true and *bona fide* as therein set forth.

Affidavit as to consideration.

An affidavit held insufficient. It is essential that the affidavit should be endorsed on the mortgage and recorded with it. The fact that the oath was taken cannot be established otherwise. *Reiff v. Eshelman*, 52 Md. 587.